the prescribed radii absolute and arbitrary powers, the exercise of which was dependent solely upon caprice, and which had no necessary connection with public safety, health, or morals, and was of such a nature that the governing body itself could not safely or lawfully be entrusted with them. The Nebraska Supreme Court, in deciding the case, adopted the above arguments, and held the act unconstitutional as an unlawful delegation of power.

Insurance Rebates.—Though the giving of rebates by life insurance companies is prohibited by law, an insurance contract procured by the giving of such rebates is neither illegal nor invalid so as to authorize the insured to recover the premiums paid on such contract. Such is the decision of the Wisconsin Supreme Court in Laun *v.* Pacific Mutual Life Insurance Company, 111 Northwestern Reporter, 660.

Right to Sell Artesian Water.—The Supreme Court of Colorado, in City of La Junta *v.* Heath, 88 Pacific Reporter, 459, held an ordinance requiring persons peddling artesian water to obtain a permit and to pay a license tax to be void, as interfering with the right to pursue a lawful calling. The court said that the business of selling water was a lawful occupation and distinguishable from the business of selling liquor, where the character of the person applying for the privilege became a proper subject of inquiry. Granting the right to a city to make the proper health regulations relative to its water supply, the court held that the ordinance in question was not enacted for that purpose.

Anomalous Indorsement of Note.—In Kistner *v.* Peters, 79 Northeastern Reporter, 311, the Supreme Court of Illinois passes upon the construction to be put on an anomalous indorsement of a promissory note. The payee had placed on the back of the note, above her name, the following indorsement: "I hereby acknowledge myself a principal maker of this note, with E. N. R., and my liability as such principal jointly with him." But the court held her liability to be that of an indorser, and not a maker. In the course if its discussion of the case the court said that it was undoubtedly true that it made no difference as to the position in which the names appeared on the note, but the liability incurred was to be determined by the intent of the parties; that a note payable to one's self is void until assigned, and it could not be believed that the payee meant to nullify the instrument by her indorsement.

Duty of Carrier to Maintain Service According to Schedule.—The New York Supreme Court, in Gerrardy *v.* Louisville & N. R. Co., 102 N. Y. Supplement, 548, holds that a musician, who boards a train two hours late and arrives at his destination two hours and twenty min-

utes late, and thereby is unable to keep his engagement, cannot recover from the carrier his loss occasioned thereby, though he may have made known to the carrier's agent his engagement, and may have been told that the train would arrive on time. The carrier's obligation to run its train in conformity to schedule is not an absolute and unconditional one, and the mere taking of a ticket does not of itself prove a contract or impose the duty to have a train ready to start as scheduled. Furthermore, a ticket agent cannot make a special contract that a train will arrive on time.

Trained Nurse Not a Servant.—A trained nurse performing her usual duties, and exercising the skill which is the result of training in her profession, does not, according to the decision of the United States Circuit Court for the District of Rhode Island, in Parkes *v.* Seasongood, 152 Federal Reporter, 583, come within the definition of a "servant," but rather is one who renders personal services to an employer in an independent calling.

Civil Judgment as Evidence in Prosecution for Embezzlement.—A nice point as to the admissibility of evidence is decided by the Texas Court of Criminal Appeals in Busby *v.* State, 103 Southwestern Reporter, 638. This was a prosecution for embezzlement of state funds by an employee of the state. Prior to the trial of the criminal case, the state had obtained a judgment in a civil action by it against accused and his bondsmen. This judgment was admitted in evidence against accused in the criminal case. On the original hearing the court held that the judgment was admissible, but on rehearing it arrives at a different conclusion; Judge Brooks, however, dissenting. As principal authorities for the decision on rehearing, the court cites Queen *v.* Mareau, 11 A. & E. 128; Britton *v.* State, 77 Ala. 202.

Stare Decisis.—A case forcibly illustrating the legislative department's reluctance to remedy defects in the law disclosed by judicial decisions is that of People *v.* Tomplins, 79 Northeastern Reporter, 326. In this case the Court of Appeals of New York reaffirms the doctrine of McCord *v.* People, 46 New York, 470, that a prosecution for larceny by false pretenses cannot be sustained where the person parting with his property or money does so for any legal purposes. The court admits that the weight of authority is to the contrary, but feels bound to follow the doctrine as settled by the earlier decision, the duty of making a change resting with the Legislature, and says that to change the existing rule would, in effect, be enacting an ex post facto law.